

**STATE OF UTAH  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT**

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**STATE OF UTAH**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT**

**LEASE AGREEMENT**

**Contract No.**

This Lease Agreement is made and entered into by and between \_\_\_\_\_, hereinafter referred to as Landlord, and the STATE OF UTAH, Division of Facilities Construction and Management, hereinafter referred to as Tenant for the use of \_\_\_\_\_.

In consideration of the rental to be paid by State of Utah, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premises as described below, for the period of time, at the rental, subject to and upon all of the terms, covenants and agreements hereinafter set forth. This Lease Agreement supercedes all prior agreements or Leases between Landlord and Tenant. This Lease Agreement shall be effective upon execution of the Lease Agreement by both Landlord and Tenant. The effective date shall be the date of execution of the last signature.

**SECTION 1. TERM**

**1.1 TERM OF LEASE**

The term of this Lease shall be for a period of \_\_\_\_ months. The term of the Lease Agreement shall commence at 12:01 a.m. on the Possession Date, as hereinafter defined, and shall expire at midnight on the last day of the term of this Lease Agreement.

**1.2 DATES**

Dates and Date definitions as used in this Lease Agreement are provided below

DATE TYPE	DATE DEFINITION
Effective Date	The effective date shall be the date of execution of the last signature.
Rent Commencement Date	This date is defined in Section 3.2.
Substantial Completion	This date is defined in Section 2.8.8.
Possession Date	This date is defined in Section 2.9.
Rental Date	This is the first day of each month during the term of the Lease Agreement.
Rental Late Date	This date is defined in Section 3.3.

### **1.3 OPTION TO RENEW**

#### **1.3.1 RIGHT TO RENEW**

Landlord covenants with Tenant that Landlord shall, at Tenant's option, again grant and lease to Tenant at the expiration of the Lease term the Leased Premises pursuant to the provisions of this Lease Agreement for and during the term of \_\_\_\_ ( ) months thereafter, and on the same terms and conditions, except as to the annual rentals, which rentals shall be determined by negotiation between the parties. Notwithstanding any other provision of this Lease Agreement, if the parties cannot agree on the base rentals for any renewal term, this Lease Agreement shall terminate as provided herein.

#### **1.3.2 NOTIFICATION**

To exercise an option hereunder, Tenant shall give Landlord written notice of its desire to extend the Lease Agreement an additional term no later than one hundred twenty (120) days prior to the end of the Lease term. Failure to timely exercise an option shall revoke and terminate any right to exercise this option.

#### **1.3.3 TIME FRAME FOR RENEWAL OPTION**

The parties shall have thirty (30) days after Landlord receives notice of the option to renew, as provided in Section 1.3.1, to agree on the rentals. If the parties agree on the rentals for the renewal term during that period, they shall immediately execute an amendment to this Lease Agreement stating the rentals. If the parties are unable to agree on the rentals for the renewal term within the specified period, this notice shall be of no effect and this Lease Agreement shall expire at the end of the term. Neither party to this Lease Agreement shall have the right to have a court or other third party set the base rentals.

### **1.4 HOLDOVER**

If the Tenant remains in possession of the Leased Premises after the expiration of the term, such occupancy shall be a tenancy from month-to-month. The Consideration shall remain at the amount paid under the last monthly rental. All other terms shall remain in effect. Such month-to-month tenancy shall continue until terminated by either party by giving thirty (30) days advance written notice to the other party.

## **SECTION 2. LEASED PREMISES**

### **2.1 LEASED PREMISES**

The Leased Premises consists of certain real property as described in the B Exhibits. For the purposes of this Lease Agreement, the Leased Premises shall include said Building and its appurtenances, the parcel of land on which they are located and all required ingress and egress routes for appropriate access. It shall include all common areas associated with the Building. Exhibit B-1 and Exhibit B-2 of this Lease Agreement contains a floor plan designating the Leased Premises and a site plan of the facility.

Location of Leased Premises:  
123 abc street suite 200  
salt lake city utah

### **2.2 PARKING**

The Leased Premises are leased to Tenant together and along with the parking stalls in the parking area identified on the site plan in Exhibit B-2. Said parking stalls shall designate ingress and egress between the parking areas and the building.

### **2.3 SIGNS**

Signs identifying the Leased Premises shall be provided in accordance with Exhibit A-1.

## **2.4 USE OF LEASED PREMISES**

Tenant shall use and occupy the Leased Premises for exclusive use of the State of Utah. Tenant shall not at any time use, occupy or permit the Leased Premises to be used or occupied in any manner which would violate the Certificate of Occupancy issued for the Leased Premises.

## **2.5 REPAIR AND MAINTENANCE**

### **2.5.1 LANDLORD'S RESPONSIBILITY**

Landlord shall, at its sole cost and expense, perform all required maintenance and make all repairs necessary to maintain the Leased Premises. Said items shall include, but not be limited to, roof, structure, building envelope, provide grounds and parking lot maintenance, plumbing, air conditioning, heating, ventilation, electrical systems, windows, floors, including carpeting, and all other items which constitute a part of the Leased Premises. Landlord shall also insure that heating and air conditioning equipment is capable of maintaining temperatures as set forth in the Request for Proposal which is attached as Exhibit A. Landlord agrees to make timely repairs and have adequate and timely maintenance procedures. In the event of failure by Landlord to provide any of said services under this section, Tenant shall have the right to seek redress under the Default and Remedies found in Section 6.21 of this Lease Agreement.

### **2.5.2 TENANT'S RESPONSIBILITY**

Tenant shall be responsible for the telecommunications lines and equipment installed by Tenant. Tenant shall also be responsible for the repair and maintenance of all office equipment and fixtures provided by Tenant. Tenant shall repair or replace any damage to the Leased Premises or the Building to the extent caused by the negligence of Tenant, its agents, or employees.

## **2.6 ALTERATIONS OF LEASED PREMISES BY TENANT**

Tenant has the right to make alterations to the interior of the Leased Premises to accommodate systems furniture, computer and communication systems, and other related personal property and fixtures. In making said alterations, Tenant shall insure that any alterations made by Tenant shall comply with local building codes and life safety requirements. During the term of the Lease Agreement, if in the judgment of Tenant, it becomes necessary to provide additional services to accommodate the business of Tenant Landlord grants Tenant the necessary right or license to install such services to the Leased Premises. Such services, if installed, shall be installed and paid for by Tenant. Tenant shall make no other alterations in the Leased Premises, except as provided herein, without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

## **2.7 ALTERATIONS OF LEASED PREMISES BY LANDLORD**

Landlord may make repairs, alterations, or improvements for the preservation, safety, or improvement of the Building or Leased Premises, provided that Landlord shall coordinate said work with Tenant so as not to disrupt Tenant's use of the Leased Premises and that such repairs or alterations do not increase the costs of operating and maintaining or lessen the ability of the Tenant to use the Leased Premises for State use.

## **2.8 CONSTRUCTION OF INITIAL TENANT IMPROVEMENTS**

### **2.8.1 PREPARATION OF PLANS AND SPECIFICATIONS**

Landlord and Tenant agree to meet within fifteen business days of execution of this Lease Agreement to develop a development and construction schedule which shall provide Tenant occupancy of the Leased Premises by the date indicated in the RFP or as may be mutually agreed to by the parties in Exhibit C-1. The parties shall devote such time in consultation with Landlord's architects and engineers as is necessary to prepare and finalize architectural and engineering plans and specifications which shall substantially describe all the improvements to be made by Landlord. Plans and specifications shall be made in accordance with the State of Utah's Request for Proposal, attached hereto and made a part of the Lease as Exhibit A. In the event either

party shall cause the development or construction to be delayed more than thirty days from the dates set forth on said schedule, then this Lease Agreement may be terminated by either party with fifteen days written notice.

#### **2.8.2 APPROVAL OF PLANS AND SPECIFICATIONS**

Tenant shall review and provide a written determination regarding the final plans and specifications to Landlord in a timely manner. Upon agreement by Tenant and Landlord, Landlord shall obtain approval and required permits from the local building authority and fire marshal. In the event the local building authority or fire marshal shall require changes to the plans and specifications as approved by Tenant, then Landlord shall resubmit said plans to Tenant for approval. Exhibit C-1 contains the approved drawings, plans, schedules, and specifications and shall be on file at offices of both Landlord and Tenant. The parties acknowledge that Exhibit C-1 shall be developed and attached after the execution of the Lease Agreement.

#### **2.8.3 CONSTRUCTION OF APPROVED TENANT IMPROVEMENTS**

Landlord agrees to obtain all required permits and to commence construction of the approved Tenant Improvements within 14 calendar days of receiving approval from the Tenant and the local building authorities. Landlord shall cause said Tenant Improvements to be completed no later than the date set forth in the schedule agreed to in Section 2.8.1 of this Lease. Landlord shall provide all of the work, labor, material, equipment, trade fixtures and other items in accordance with the plans and specifications. Landlord shall accommodate scheduling and installation of all Tenant's telecommunication lines prior to Possession Date of the Lease Agreement.

#### **2.8.4 COST OF CONSTRUCTION**

Landlord shall provide at its sole expense and be responsible for all costs associated with the construction of the Tenant Improvements, including but not limited to, architectural and engineering fees, building permit fees, utility hook-up fees, construction labor, materials, equipment and fixtures. Landlord shall provide the telecommunication demarcation services to the building. Tenant shall provide and be responsible for the costs of installation of telecommunications wiring and telecommunications equipment for the Leased Premises.

#### **2.8.5 CHANGE ORDERS FOR TENANT IMPROVEMENTS**

All modifications or changes to the approved construction plans and specifications in Exhibit C-1 shall be approved in writing by both Landlord and Tenant prior to the actual changes being made. All changes to the approved construction plans and specifications shall include a description of the change, time frame for the change, cost of the change and source of funding for the change. All change orders shall become a part of the Approved Plans and Specifications in Exhibit C-1 and shall be attached as Exhibit C-2.

#### **2.8.6 ACCESS OF TENANT PRIOR TO COMMENCEMENT OF TERM**

Landlord shall provide access to Tenant or Tenant's agent to the Leased Premises prior to the date specified as the Possession Date of the term of the Lease Agreement in order that Tenant may make the Leased Premises ready for Tenant's use and occupancy. This access shall be construed as a license only, not a Lease.

#### **2.8.7 TENANT'S RIGHT TO INSPECT TENANT IMPROVEMENTS**

Landlord and Tenant shall jointly review and inspect all aspects of the construction and improvements at periodic intervals during construction. Tenant's right to inspect the construction shall be limited to determining compliance with Tenant specifications and shall in no way be construed as inspection for local code compliance. At the end of construction, Landlord and Tenant shall jointly inspect the Tenant improvements for the purposes of compiling a Punch List of those items to be corrected, finished, or completed to the satisfaction of Tenant. Landlord shall use its best efforts to complete, finish, or correct all items on said Punch List within twenty (20) days after said Punch List is compiled.

### **2.8.8 SUBSTANTIAL COMPLETION**

The Leased Premises shall be substantially completed when both of the following shall have occurred:

- (1) All improvements, remodeling, and repairs required by Exhibit C-1 and C-2 of this Lease Agreement have been entirely completed except minor Punch List items, the completion of which will not unreasonably interfere with the Tenant's normal business operations as determined by the Tenant.
- (2) A Certificate of Occupancy, when required, has been issued by the local building authorities. Said certificate shall be delivered to Tenant prior to Possession of the Leased Premises. Said certificate shall be included as Exhibit C-3.

### **2.9 POSSESSION**

The Leased Premises shall be delivered ready for occupancy when the Landlord and Tenant mutually agree in writing that the Tenant Improvements are Substantially Completed as defined in Section 2.8.8; in a neat, clean condition and in compliance with the requirements as agreed upon in Exhibits C-1 and C-2 and all applicable building codes and standards.

### **2.10 OPTION FOR ADDITIONAL SPACE**

Option for additional space is addressed in Exhibit D attached hereto and made a part hereof.

## **SECTION 3. CONSIDERATION**

### **3.1 RENTAL SCHEDULE**

In consideration of granting this Lease Agreement the rentals payable by Tenant to Landlord shall be paid based on the rental schedule attached in Exhibit E-1.

### **3.2 RENT COMMENCEMENT DATE**

Rent shall commence ten business days after Possession as defined in Section 2.9. If this date is other than the first day of the month, then rent shall be prorated.

### **3.3 LATE FEES**

A one time late fee of 3% of the monthly scheduled payment shall be assessed and payable for each payment postmarked more than fifteen calendar days after the due date. No other late fees or interest shall be assessed.

### **3.4 PAYMENT ADDRESS**

All rental payments shall be made payable and delivered to Landlord at such address as may be designated in writing by Landlord. The original address for payment is found in Exhibit E-2.

## **SECTION 4. SERVICES**

### **4.1 PROVIDED AND PAID FOR BY LANDLORD**

#### **4.1.1 UTILITIES**

Landlord agrees to furnish, provide and pay for and cause to be maintained the following utilities and services for the Leased Premises during the term hereof: electricity, natural gas, water, sewer, demarcation location for telecommunication services, snow and ice removal, trash removal, and office building cleaning services and supplies.



#### **4.1.2 SNOW**

Snow and ice removal shall be completed prior to 6:30 a.m. after each nightly snow storm and in a timely manner at all other times.

#### **4.1.3 JANITORIAL**

All janitorial services shall be performed as set forth in Exhibit G. The janitorial services company shall provide all equipment and supplies necessary for cleaning purposes, and all paper products.

#### **4.1.4 RISK ASSESSMENT**

Landlord grants the right to the Tenant to assess the security risks of the janitorial staff and preclude personnel that, in the judgment of the State, are a security risk.

#### **4.2 PAID FOR BY TENANT - TELECOMMUNICATION**

Tenant agrees to pay for all telecommunication charges incurred by Tenant.

### **SECTION 5. CHANGE OF OWNERSHIP**

#### **5.1 LEASE AGREEMENT**

This Lease Agreement shall remain in full force and effect throughout the initial term hereof and any extended or renewal term. The terms, conditions, and provisions of this Lease Agreement shall run with the subject Leased Premises and shall be binding on all present and future persons or entities that may have an interest in the subject Leased Premises. The term Lease Agreement as used herein shall include any and all Amendments to this Lease Agreement provided that such Amendments are in writing and executed by both the Landlord and Tenant.

#### **5.2 FORM OF NOTIFICATION**

In the event the ownership of all or any portion of the Leased Premises is conveyed to a new entity, the **former** Owner/Landlord or the **new** Owner/Landlord shall, within ten (10) days of such conveyance, provide Tenant one of the following documents: a written document indicating the County Recorder's number of the new document evidencing the new interest in the Leased Premises, the date of such conveyance and a copy of the document; specific instructions as to where the Lease Agreement payments should be made; and the new owner's federal identification number; **or** a notarized written document executed by the new Owner/Landlord with specific instructions as to where the Lease Agreement payments should be made, the new owner's federal identification number, and a County Recorder certified copy of the instrument indicating the ownership interest of the new Owner/Landlord.

#### **5.3 ASSIGNMENTS**

Assignments shall be considered on a case by case basis and shall not change any terms or conditions of the Lease Agreement. Execution of assignments shall not be unreasonably withheld.

#### **5.4 SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN**

Within ten (10) days after receipt of written request from Landlord, Tenant shall execute the Subordination, Non Disturbance and Attornment Agreement attached hereto as Exhibit F-1 and incorporated herein by this reference. Exhibit F-1 shall be the only form executed for Subordination, Non Disturbance and Attornment Agreement.

#### **5.5 ESTOPPEL CERTIFICATE**

Within ten (10) days after receipt of written request from Landlord, Tenant shall execute the Estoppel

Certificate attached hereto as Exhibit F-2 and incorporated herein by this reference. Exhibit F-2 shall be the only form executed for Tenant Estoppel Certificate.

## **SECTION 6. GENERAL PROVISIONS**

### **6.1 QUIET ENJOYMENT - WARRANTY OF HABITABILITY**

Landlord hereby grants tenant Quiet Enjoyment of the Leased Premises and warrants the habitability of said Leased Premises.

### **6.2 BUILDING RULES AND REGULATIONS**

Landlord, Tenant, its agents, employees, and invitees shall comply with all requirements of the Building rules and regulations, which are attached hereto and made a part hereof as Exhibit H. Landlord and Tenant may mutually agree in writing to change such rules and regulations or to promulgate other rules and regulations. Landlord and Tenant shall be responsible for compliance with such rules and regulations by the employees, agents and invitees of Tenant.

### **6.3 LANDLORD'S RIGHT TO ACCESS**

#### **6.3.1 NOTIFICATION OF ACCESS**

Tenant agrees to permit Landlord and any authorized representatives of Landlord to enter the Leased Premises with twenty-four (24) hours prior notice to Tenant to fulfill any of Landlord's obligations under this Lease Agreement or to make any repairs deemed necessary by Landlord. Landlord shall use its best efforts not to disturb Tenant in the performance of such work. In the event of an emergency, access to the Leased Premises shall not be denied.

#### **6.3.2 TENANT'S RIGHTS**

Tenant shall have the right to deny Landlord's contractors, employees, and/or agents access to any part of or all of the Leased Premises if, in the sole judgment of Tenant, such person(s) shall constitute a threat to any of Tenant's legitimate security or confidentiality interests.

### **6.4 MANNER OF GIVING NOTICE**

Any notice to be given by either party to the other pursuant to the provisions of this Lease Agreement or of any law, present or future, shall be in writing and delivered personally to the party to whom notice is to be given, or by certified mail, return receipt requested, addressed to the party for whom it is intended at the address on Exhibit E-2. Any change of address shall be designated by written notification to the other party. Notice shall be deemed to have been duly given after deposit in the U.S. Mail, certified, postage-paid.

### **6.5 INSURANCES**

Landlord agrees to keep the Leased Premises fully insured and to protect the same from damages or loss by all ordinarily insurable perils under an "all risk" insurance policy during the term of this Lease Agreement. Tenant agrees to fully insure any personal property it may locate in the Leased Premises. Landlord and Tenant mutually agree to hereby waive all rights of subrogation or action against each other or its insurers for any loss to the Leased Premises and to personal property it may locate in the Leased Premises covered by the required insurance. Required insurance policies shall not be subject to cancellation except after notice by registered mail at least 30 days prior to the date of such cancellation. Landlord shall provide certificates of required insurance no later than fifteen (15) work days after occupancy.

### **6.6 TAXES**

Landlord shall pay all real property taxes, personal property taxes, and all other taxes assessed against the Leased Premises. Landlord acknowledges that Tenant (the State Of Utah) is exempt from real and personal property taxes.

## **6.7 FAILURE TO PERFORM/DAMAGE OR DESTRUCTION OF PREMISES**

### **6.7.1 WHEN RELATED TO TERMINATION**

In the event the Landlord has not or is not complying with any term of this Lease Agreement; or the Leased Premises by any means shall be partially or totally damaged, or partially or totally destroyed; and are thereby made partially or totally untenable at any time during the term of this Lease Agreement, Tenant shall have the option to terminate this Lease Agreement within thirty (30) days after notification of such noncompliance, damage or destruction. For purposes of this paragraph, "partially untenable" means that in the sole good faith judgment of the Tenant, the function of the Lease or the program of the occupier of the Premises is significantly affected in a manner that it is in the interest of the State of Utah to terminate this Lease Agreement. Notwithstanding this, if the Leased Premises are no longer viable for the purposes of the Lease due to such damage or destruction that is not due to the fault of the Landlord or Landlord's agents or independent contractors, then the Landlord may terminate the Lease within ninety (90) days after notification of such damage or destruction.

### **6.7.2 OBLIGATIONS WHEN NOT TERMINATED.**

Except as provided in 6.7.1 above, If the Leased Premises are only partially destroyed, partially damaged or partially untenable, this Lease Agreement shall continue in full force and effect for the remainder of the Lease term and repairs shall be completed by Landlord as expeditiously as possible from the date of such destruction or damage in a mutually agreed upon time frame. Additionally, Landlord shall partially abate the rent due hereunder in the same proportion as the untenable portion of the Leased Premises is to the total Leased Premises being leased, until such time that said repairs are completed.

## **6.8 TENANT'S PERSONAL PROPERTY AND FIXTURES**

All personal property and fixtures placed in or upon the Leased Premises by Tenant shall not become part of the Leased Premises. Tenant shall be privileged to remove the same at the termination or expiration of the Lease Agreement.

## **6.9 CONDEMNATION**

If all of the Building or Leased Premises is taken or condemned, the Lease Agreement shall terminate effective as of the date of taking. If a portion of the Building or Leased Premises is taken or condemned and the remainder is, in either party's opinion, not economically or functionally usable, then the determining party shall notify the other of the termination of the Lease effective as of the date of taking. Any prepaid rent shall be immediately refunded to Tenant.

## **6.10 GOVERNING LAW**

This Lease Agreement shall be governed and construed in accordance with the laws of the State of Utah. Venue for court actions shall only be in the Third Judicial District of Utah.

## **6.11 WAIVER OF JURY TRIAL.**

The Landlord and Tenant hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this Lease Agreement and any document executed in connection herewith or related hereto, or any course or conduct, course of dealing, statements (whether oral or written) or actions of either Landlord or Tenant. This provision is a material inducement for the Landlord and Tenant to enter into this Lease Agreement.

## **6.12 TERMINATION & SURRENDER OF LEASED PREMISES**

Tenant agrees to quit and surrender peaceable possession of the Leased Premises to Landlord when this Lease Agreement is terminated. Upon termination of this Lease Agreement, Tenant shall deliver the Leased

Premises to Landlord in good condition, broom clean, normal wear and tear excepted.

#### **6.13 TENANT'S OPTION TO TERMINATE LEASE FOR NON-FUNDING**

Tenant and Landlord both acknowledge that Tenant cannot contract for payment of funds not yet appropriated by the Utah State Legislature and that the space requirements of this Lease Agreement may be altered by a federal act or an act of the Utah State Legislature occurring before the expiration of this Lease Agreement. Tenant, therefore, reserves the right for the above reasons to terminate the Lease Agreement by giving ninety (90) days notice in the manner heretofore stated in this Lease Agreement.

#### **6.14 LANDLORD'S COMPLIANCE TO CODES AND ADAAG GUIDELINES**

##### **6.14.1 Certification**

Landlord certifies that the Leased Premises is in compliance with all current applicable local, state and federal laws, codes, ordinances and regulations.

##### **6.14.2 LOCAL BUILDING CODES AND REGULATIONS**

The Leased Premises shall comply with all applicable codes, regulations, and the Americans with Disabilities Act Accessibility Guidelines (ADAAG). Upon notification of any violation, Landlord shall have thirty days to begin the required corrective action and said action shall be completed as expeditiously as possible and in a mutually agreed upon time frame. Landlord shall be responsible to remedy such violations at its own cost and expense.

#### **6.15 FORCE MAJEURE**

If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor disputes, inability to procure materials, restrictive governmental laws or regulations or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

#### **6.16 SEVERABILITY**

Each and every covenant and agreement contained in this Lease Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Lease Agreement, or application thereof, shall be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such term or provision, other than that which is invalid or unenforceable, shall remain in full force and affect.

#### **6.17 MARGINAL CAPTIONS AND GENDER TERMS**

The headings and numbers as used herein are for the purpose of convenience only. They shall not be considered a part of the Lease Agreement and shall have no effect upon the construction or interpretation of any part hereof. The words Landlord and Tenant as used herein shall include the plural as well as the singular. Words used in masculine gender include the feminine and neuter.

#### **6.18 RIGHT TO SUBLEASE OR CHANGE STATE AGENCIES**

Tenant shall have the right to assign or sublet any part of or all of Leased Premises with Landlord's prior written consent, said consent shall not be unreasonably withheld. The Tenant reserves the right to change State agencies within the Leased Premises with prior consultation with Landlord.

#### **6.19 AUTHORITY TO EXECUTE**

Landlord and Tenant warrant that each is legally authorized to operate and do business in the State of Utah. Each person executing this Lease Agreement individually and personally represents and warrants that they are duly authorized to execute and deliver the same on behalf of the entity for which they are signing and that this

Lease Agreement is binding upon said entity in accordance with its terms.

## **6.20 TIME IS OF THE ESSENCE**

In all instances where either Landlord or Tenant is required by the terms and provisions of this Lease Agreement to do any act in a particularly indicated time or within an indicated period, it is understood and agreed that time is of the essence.

## **6.21 DEFAULT AND REMEDIES**

### **6.21.1 DEFAULT**

A default under this Lease Agreement occurs when the Landlord or Tenant fails to comply with any term, provision, or covenant of this Lease Agreement and either such default is not cured within fifteen (15) days after written notice thereof is received by the defaulting party; or if such event of default is not reasonably curable within fifteen days using due diligence, when the defaulting party shall fail to commence the pursuit of such cure within such fifteen day period or fails to diligently pursue such cure to completion thereafter.

### **6.21.2 FAILURE TO REMEDIATE DEFAULT**

In the event the default is not cured or such cure is not commenced and pursued in accordance with Section 6.21.1 of this Lease Agreement, the non-defaulting party shall have the right at its election, to terminate this Lease by delivering written notice to the defaulting party or pursue any and all legal and equitable remedies against the defaulting party. However, in the event of default by Landlord, Tenant may perform whatever Landlord is obligated to do by the provisions of the Lease Agreement. Landlord agrees to reimburse Tenant immediately upon demand for any expenses which Tenant may incur in performing on behalf of Landlord or Tenant may deduct said expenses from future rental payments. Landlord agrees that Tenant shall not be liable for any damages to Landlord from such action, even if damages are caused by negligence of Tenant.

## **6.22 COSTS AND ATTORNEY'S FEES**

In the event of any action, proceeding or litigation in a Court of competent jurisdiction, each party shall be responsible for its own costs and attorney's fees.

## **6.23 DISPUTE RESOLUTION PROVISIONS IN EXHIBIT "A"**

This Lease Agreement shall be subject to and the Landlord and Tenant shall be bound by the Dispute Resolution Provisions in Exhibit "A" which are incorporated by reference as part of this Lease Agreement.

## **6.24 EXHIBITS AND ATTACHMENTS**

All exhibits referenced in this Lease Agreement and attached hereto are hereby incorporated by reference and made a part of this Lease Agreement.

## **6.25 ENTIRE AGREEMENT**

This Lease Agreement and the Exhibits attached hereto and made a part hereof set forth the entire agreement between the parties. Any prior conversations or writings are hereby superseded and extinguished. In the event the provisions of any Exhibit conflict with the provisions of this Lease Agreement, the Lease Agreement shall govern. Except as herein provided no subsequent alterations, amendments, changes or additions to this Lease shall be binding upon Landlord or Tenant unless and until reduced to writing and signed by both parties. This Lease Agreement shall only be binding upon execution of the Lease Agreement by both parties.

In witness whereof, the parties hereto sign and cause this Lease Agreement to be executed.

Tenant  
State Of Utah

Landlord

\_\_\_\_\_  
Real Estate and Debt Manager     Date  
Division of Facilities Construction  
and Management

\_\_\_\_\_  
Date

Department

Division

Budget Officer

\_\_\_\_\_  
Processed by Finance

**Exhibit A - 1**  
**REQUEST FOR PROPOSAL**

**Exhibit A - 2**  
**LETTER OF ACCEPTANCE**



**Exhibit B - 1**  
**FLOOR PLAN**

**Exhibit B – 2**  
**SITE PLAN**

**Exhibit C - 1**  
**APPROVED DRAWINGS FOR IMPROVEMENTS**

**ON FILE WITH DFCM AND THE LANDLORD**

**Exhibit C - 2**  
**APPROVED CHANGE ORDERS**

**Exhibit C - 3**  
**CERTIFICATE OF OCCUPANCY**

**Exhibit D**  
**OPTION TO RENEW AND OPTION FOR ADDITIONAL SPACE**

**Exhibit E - 1**  
**RENT SCHEDULE**

**Exhibit E – 2**  
**CONTACTS AND ADDRESSES**

**If to Tenant:**

Division of Facilities  
Construction and Management  
Attention: Real Estate Manager  
4110 State Office Building  
Salt Lake City, Utah 84114

With a Copy to:

**If to Landlord:**

With a Copy to:

**PAYEE:**



**Exhibit F - 1**  
**SUBORDINATION**

**SUBORDINATION, NON DISTURBANCE AND ATTORNMENT AGREEMENT**

**THIS SUBORDINATION, NON DISTURBANCE AND ATTORNMENT AGREEMENT** (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between \_\_\_\_\_ (the "Mortgagee") and the State of Utah, Division of Facilities Construction and Management, for and on behalf of the Department of \_\_\_\_\_ ("the Tenant").

**W I T N E S S E T H   T H A T**

**WHEREAS**, Mortgagee is or will be the owner and holder of a Deed of Trust (hereinafter called the "Mortgage") dated or to be dated on or about \_\_\_\_\_, 20\_\_, encumbering the real property described on Exhibit "A", attached hereto and by this reference incorporated herein for all purposes, and the buildings and improvements and personal property, excluding personal property owned by Tenant, now or hereafter located or used thereon (hereinafter collectively called the "Mortgaged Premises") securing the payment of a promissory note dated or to be dated on or about \_\_\_\_\_, 199\_\_, in the stated principal amount of \_\_\_\_\_ Dollars (\$ ) executed by \_\_\_\_\_ payable to the order of Mortgagee.

**WHEREAS**, Tenant is the holder of that certain Lease Agreement (State Contract No. \_\_\_\_), hereinafter called "Lease," made and entered into (date)\_\_\_\_, 20\_\_, by and between Tenant and Landlord (said Landlord and its successors and assigns occupying the position of landlord under the Lease hereinafter called Landlord"), covering the Mortgaged Premises.

**WHEREAS**, Tenant and Mortgagee desire to confirm their understanding with respect to the Lease and the Mortgage.

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Mortgagee and Tenant hereby agree as follows:

Section 1. Subordination of Lease. The Lease now is, and shall at all times continue to be, subject and subordinate in each and every respect, to the Mortgage and to any and all increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Mortgage, provided that the Mortgage and any and all such increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations shall nevertheless be subject to the terms of this Agreement.

Section 2. Non-Disturbance. So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any part to be performed, (I) Tenant's possession of the Mortgaged Premises and Tenant's rights and privileges under the Lease, or any extensions or renewals thereof or acquisition of additional space which may be affected in accordance with any option therefore in the Lease, shall not be diminished or interfered with by Mortgagee in the exercise of any of its rights under the Mortgage, (ii) Tenant's occupancy of the Mortgaged Premises shall not be disturbed by Mortgagee in the exercise of any of its rights under the Mortgage during the term of the Lease or any such extensions or renewals thereof, and (iii) Mortgagee does hereby guarantee quiet and peaceable enjoyment of the Mortgaged

Premises to Tenant.

Section 3. Mortgagee's Right to Cure. Notwithstanding anything in this Agreement or the lease to the contrary, the Tenant hereby agrees to give Mortgagee notice and fifteen (15) days' opportunity to cure any default by Landlord under the Lease; provided, however, that in no event shall Mortgagee be obligated to cure such default, nor shall Mortgagee be deemed to have assumed any obligations of Landlord under the Lease because of such notice or because the Mortgagee cured or caused to be cured any such default by Landlord.

Section 4. Attornment. If Mortgagee shall succeed to the interest of Landlord under the Lease, or if any purchaser acquires the Mortgaged Premises upon any foreclosure of the Mortgage or any trustee's sale under the Mortgage, Tenant shall attorn to Mortgagee or such purchaser, as the case may be, upon any such occurrence and shall recognize Mortgagee or such purchaser, as the case may be, as the Landlord under the Lease.

Section 5. Limitation of Liability. If Mortgagee shall succeed to the interest of Landlord under the Lease, or if any purchaser acquires the Mortgaged Premises upon any foreclosure of the Mortgage or any trustee's sale under the Mortgage, Mortgagee or such purchaser, as the case may be, in the event of attornment shall have the same remedies by entry, action or otherwise in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants, and conditions of the Lease and Tenant shall, from and after the succession to the interest of Landlord under the Lease by Mortgagee or such purchaser, have the same remedies against Mortgagee or such purchaser for the breach of an agreement contained in the Lease that Tenant might have had under the Lease against Landlord if Mortgagee or such purchaser had not succeeded to the interest of Landlord.

Section 6. No Adverse Affect on Rights or Remedies. Nothing herein contained is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of Landlord under the Lease in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed. Nothing herein contained is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of Tenant under the Lease in the event of any default by Landlord (beyond any period given Landlord to cure such default) in the performance of any of the terms, covenants or conditions of the Lease on Landlord's part to be performed.

Section 7. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors-in-interest.

Section 8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, and any purchaser, and their respective heirs, personal representatives, successors and assigns. Further, this Agreement shall be binding upon any and all successors and assigns of Landlord.

Section 9. Notice Under Lease. To the extent that the Lease shall entitle the Tenant to notice of

any mortgage, this Agreement shall constitute such notice to the Tenant with respect to the Mortgage defined herein.

Section 10. Notice. Any notice, request, demand, instruction or other communication to be given to either party hereunder shall be in writing, and shall be deemed to be delivered, whether actually received or not, upon deposit of same as provided below, in a regularly maintained official depository of the United States Mail located in the continental United States, and sent by registered or certified mail, postage prepaid, return receipt requested, as follows:

**If to Mortgagee:**

**If to Tenant:**

State of Utah

Division of Facilities Construction and Management

4110 State Office Building

Salt Lake City, Utah 84114

Attention: Real Estate Manager

The addresses for purposes of this notice provision may be changed by either party by giving notice of such change to the other party in the manner provided herein for giving notice, except that deposit in the mail shall not be deemed delivery for purposes of changing such address. For the purpose of changing such address of the parties hereto actual receipt by the receiver is required; provided, however, if one party attempts to deliver such notice and the other party refuses or fails to accept delivery or for some other reason (other than the fault of the sender) such notice is not delivered, then proof that such delivery has been attempted by the sender shall be deemed sufficient notice of the change of sender's address. Unless and until such written notice is actually received (or proof that attempted delivery of such notice has been made is provided by the sender), the last address stated herein shall be deemed to continue in effect for all purposes.

Section 11. Choice of law. In the event that a dispute arises hereunder, it is specifically stipulated that the rights and duties of the parties hereto and the validity, construction and the enforcement of this agreement shall be interpreted and construed according to the laws of the State of Utah.

Section 12. Venue. In the event of a dispute involving this agreement or any of the other documents executed by the parties herein in connection herewith, the parties hereto agree that venue for any such dispute shall lie in any court of competent jurisdiction in Salt Lake County, Utah.

Section 13. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law effective while such illegal, invalid or unenforceable provision, there shall be added as a part of this Agreement a provision that is legal, valid and enforceable and is similar to terms to such illegal, invalid or unenforceable provision as may be possible.

Section 14. Headings. The paragraph headings hereof are inserted for convenience of

reference only and shall not alter, define, or be used in construing the text of such articles, paragraphs or subparagraphs.

**THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE MATTERS HEREIN DISCUSSED. IN THE EVENT THE PROVISIONS OF THIS AGREEMENT CONFLICT WITH THE PROVISIONS OF THE LEASE, THE LEASE SHALL GOVERN.**

**THERE ARE NO UNWRITTEN ORAL AGREEMENTS EXISTING BY AND BETWEEN THE PARTIES.**

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement to be effective as of the day and year first above written.

**MORTGAGEE:**

Company\_\_\_\_\_

By:\_\_\_\_\_

(Date)

\_\_\_\_\_  
(Print Name)

Its:\_\_\_\_\_

**NOTARY ACKNOWLEDGMENT**

STATE OF )

§

COUNTY OF )

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, \_\_\_\_\_ (Title) of \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on the \_\_\_\_ day of \_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**TENANT:**

STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND  
MANAGEMENT

By: \_\_\_\_\_  
(Date)

Alyn C. Lunceford

Its: Real Estate and Debt Manager

**NOTARY ACKNOWLEDGMENT**

STATE OF UTAH                    )  
  §  
COUNTY OF                    )

On this \_\_th day of \_\_month\_\_, 20\_\_, personally appeared before me \_\_\_\_\_ (name) \_\_\_\_\_ who, being duly sworn, did say that (s)he is the Real Estate and Debt Manager of the Division of Facilities Construction and Management, a division of the Department of Administrative Services, State of Utah, and that the foregoing instrument was signed on behalf of said agency by statutory authority, and that the aforesaid agency executed the same.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**Exhibit F - 2**  
**ESTOPPEL**

## TENANT ESTOPPEL CERTIFICATE

Date

To:

Re: Property Address:

Lease Commencement Date:

Amendment Nos.

Lease Expiration Date:

Contract No.

Landlord:

Tenant: State of Utah, Division of Facilities Construction and Management.

Leased Premises: \_\_\_\_\_ Rentable square feet

The undersigned Tenant hereby certifies to \_\_\_\_\_ and agrees that:

1. Tenant has accepted possession of the Premises (as defined in the Lease) pursuant to the Lease. The Lease Term (as defined in the Lease) commenced on \_\_\_\_\_, 19\_\_\_. The termination date of the Lease Term, including renewals and extensions, is \_\_\_\_\_.
2. Any improvements required by the terms of the Lease to be made by Landlord have been completed to the satisfaction of Tenant in all respects, and Landlord has fulfilled all of its duties under the Lease except,
3. The Lease, as may be amended, constitutes the entire agreement between the parties and there are no other agreements between Landlord and Tenant concerning the Premises.
4. The Lease is valid and in full force and effect and, to the best of Tenant's knowledge, neither Landlord nor Tenant is in default thereunder. Tenant has no defense, setoff, or counterclaim against Landlord arising out of the Lease or in any way relating thereto, or arising out of any other transaction between Tenant and Landlord, and no event has occurred and no condition exists, which with the giving of notice or passage of time, or both, will constitute a default under the Lease except,
5. The monthly rental presently payable under the Lease is \$ \_\_\_\_\_ which is pre-paid through \_\_\_\_\_. The amount deposited with the Landlord as a security deposit is \$0.00.
6. Tenant has not assigned said Lease or any portion of the premises demised thereby, the Tenant does not hold the leased premises under assignment or sublease.
7. There are no other written agreements between the Tenant and the Landlord with respect to



the Lease and/or the leased premises and building.

8. This Estoppel Certificate is being executed and delivered by Tenant to induce the Lender to make a loan to Landlord, and with the intent and understanding that the above statements will be relied upon by the Lender.

**TENANT**

STATE OF UTAH

DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

By:

Real Estate and Debt Manager

**Exhibit G**  
**JANITORIAL SERVICE REQUIREMENTS**

## **JANITORIAL SERVICES AGREEMENT**

**JANITORIAL SERVICES ARE TO BE INCLUDED IN THE SERVICES TO BE PROVIDED TO THE LEASED PREMISES BY LANDLORD.** The janitorial duties shall include, but not be limited to, the items listed below. All janitorial services shall be performed after 5:00 p.m. and must be completed prior to 7:00 a.m. the following morning. The janitorial service shall provide all equipment and supplies necessary for cleaning purposes, including all paper products. Landlord shall be willing to submit to the State a list of janitorial employees with their home addresses and telephone number for a security investigation. The State shall have the right to ask for the dismissal of any janitorial employee not meeting security requirements.

### **DAILY DUTIES (EXCEPT SATURDAYS, SUNDAYS AND HOLIDAYS):**

- Empty and replace liners in all trash containers
- Vacuum all carpets and reposition all furniture in proper positions
- Dust mop or vacuum hallways and entries
- Sweep, dry dust mop and buff all vinyl floors
- Clean and polish drinking fountains
- Clean all entry glass, exterior and interior
- Re-set chairs to standard position in conference rooms
- Spot clean carpet and upholstery as needed
- Clean all entries to drip line
- Re-set chairs to standard positions in meeting rooms
- Clean elevator walls
- Clean elevator floors
- Wipe down break room tables and chairs
- Clean sinks and countertops in break room
- Clean restroom mirrors
- Clean and sanitize restroom fixtures and partitions
- Clean, wet mop and sanitize restroom floors
- Re-fill restroom dispensers (tissue, soap and towels)
- Re-fill break room dispensers
- Remove finger and hand prints from doors, door glass and partitions
- Close and secure all windows, where applicable
- Turn off all lights

### **TUESDAY AND THURSDAY DUTIES:**

- Hand broom corners in corridors, halls and stairwells
- Spot clean office and hall walls
- Clean around light switches
- Clean doors and door frames
- Clean conference tables
- Sanitize restroom walls
- Polish bright work areas often touched
- Clean and polish all handrails and banisters
- Broom in front of all entrances to drip line
- Clean (shake) all entry walk-off mats

Keep area around trash dumpster clean

**WEEKLY DUTIES (SAME DAY EACH WEEK):**

Vacuum all upholstery (chairs and couches)  
Dust furniture and fixtures  
Dust and clean window sills  
Dust and clean mop boards  
Spot clean all carpet  
Dust and spot clean levelor blinds  
Dust and clean tops of partitions  
Keep restroom floors sealed and polished as needed  
Clean all janitorial equipment

**MONTHLY DUTIES (FIRST WORKING DAY OF EACH MONTH):**

Damp wipe all vinyl chairs and couches in offices, conference room and halls  
Dust all surface areas as necessary, clearing cobwebs, etc.

**QUARTERLY DUTIES:**

Dust and vacuum air diffusers and grills  
Scour clean all office and hall trash containers  
Strip and re-polish floors

**SEMI-ANNUAL DUTIES:**

Clean and treat all vinyl and leather chairs and couches  
Vacuum draperies  
Clean exterior and interior windows

**ANNUAL DUTIES:**

Clean all light fixtures  
Remove and clean levelor blinds  
Clean all carpet

Changes in the frequencies, or days of performance of any duty, shall be made by mutual agreement with the State and shall be specified in writing. The grounds shall be maintained in a clean and attractive manner at all times.

**Exhibit H**  
**BUILDING RULES AND REGULATIONS**

## **BUILDING RULES AND REGULATIONS FOR LEASED FACILITIES**

For the purposes of this “Rules and Regulations” document, the definitions of certain words contained herein are defined as follows:

- LANDLORD:** The owner of the facility.
- OCCUPANT:** The agency or agencies that occupy the facility.
- TENANT:** The Utah Division of Facilities Construction and Management, a division of the Utah Department of Administrative Services.

**ARTICLE 1.** Entrances, passages, lobbies, elevators, vestibules, stairways, corridors or halls shall not be obstructed or used for any purpose other than ingress or egress to and from the Leased Premises. Doormats or walk off mats shall not be placed outside the main entry door of the Building by the Occupant. If such doormats or walk off mats are desired, Occupant shall notify Tenant and Tenant shall negotiate with the Landlord to acquire said doormats or walk off mats.

**ARTICLE 2.** No curtains, blinds, shades, screens, or any other kind of window covering shall be attached to or hung in any window or door of the Leased Premises by the Occupant without a prior written **request by the Occupant to Tenant and the receipt by the Occupant of approval and consent in writing by Tenant** for such request. Tenant shall not approve any such request or give its consent to any such improvements without receiving prior written consent of the Landlord pursuant to the provisions of the Lease Agreement. The quality, type, design, and color of any such window coverings are subject to the approval of both the Tenant and the Landlord.

**ARTICLE 3.** No additional signs, advertisements, notices or other lettering shall be exhibited, painted or fixed on any part of the outside or the interior of the Leased Premises without the prior written consent of the Tenant and the Landlord. The size, color and style of all such lettering are subject to the approval of the Tenant and the Landlord.

**ARTICLE 4.** Plumbing fixtures in the rest rooms shall not be used for any purposes other than those for which they were designed. No sweepings, rubbish, rags, acids or other substances shall be thrown or deposited therein. Any damage of restroom plumbing fixtures resulting from the misuse of the fixtures shall be the responsibility of the Occupant.

**ARTICLE 5.** Occupant shall not mark, paint, drill into or in any way deface any part of

the Leased Premises or the Building without a prior written request by the Occupant to the Tenant and the receipt by the Occupant of approval and consent in writing by the Tenant for such request. Tenant shall not approve any such request or give its consent to any such improvements without receiving prior written consent of the Landlord pursuant to the provisions of the Lease Agreement. No boring, cutting, or stringing of wires by the Occupant shall be permitted except with prior written consent of the Tenant and the Landlord. Wall trimmings or wall covering shall not be allowed.

**ARTICLE 6.** Tenant shall reserve the right to make alterations to the interior of the Leased Premises only to accommodate the erection or relocation of movable partitions, installation of computer and communication systems, and other issues related to the functional use of the leased space. Only the **Tenant** may make any other alterations, additions, substitutions, and improvements to the Leased Premises and only with the prior approval of the Landlord pursuant to the provisions of the Lease Agreement. At the time such approval is given by the Landlord, the Landlord shall inform Tenant if such alteration, additions, substitutions, and improvements shall become a part of the Leased Premises and remain with the Leased Premises at the end of the term of the Lease or if the Occupant shall be required to remove such alterations, additions, substitutions, or improvements at the end of the term hereof. The Occupant may be required to restore that part of the Leased Premises into like condition as existed prior to the installation of such alterations, additions, substitutions, or improvements, reasonable wear and tear excepted, and at Occupant's sole cost and expense.

**ARTICLE 7.** No vehicles or animals shall be brought into or kept in the Leased Premises unless such animal or vehicle is necessary for a person with disabilities. No person shall ride skateboards, roller blades or any other form of recreational vehicle into or onto the Leased Premises or the grounds and parking areas adjacent to the Leased Premises. Bicycles shall not be used for purposes other than as transportation to the workplace. Bicycles shall not be permitted in the offices, halls, corridors and elevators of the Building, nor shall any obstruction of sidewalks or entrances of the Building by such be permitted.

**ARTICLE 8.** No noise, including, but not limited to, loud music or the playing of musical instruments, recordings, radio or television, which might disturb other occupants in the Building shall be made or permitted by any Occupant. The operation of Occupant's trade fixtures or equipment shall be permitted.

**ARTICLE 9.** Occupant shall use its best efforts to eliminate offensive odors that might aggravate a medical condition or be offensive to others in the office or to

other occupants of the building. Burning of candles, incense, or other products that are considered to be a fire hazard shall not be permitted.

**ARTICLE 10.** Occupant shall not cause unnecessary labor by reason of carelessness and indifference to the preservation of good order and cleanliness in their Leased Premises or the Building. Food will be consumed only in designated areas of the Building, such as break rooms or conference rooms. Waste and unnecessary use of electricity and other utilities is prohibited.

**ARTICLE 11.** Tenant and Occupant shall not use or permit any portion of the Leased Premises to be used for any other purposes other than those specified in the Lease.

**ARTICLE 12.** In the event the security interest of any Occupant located in the building requires that ALL visitors entering and/or leaving the Building sign a register, the Occupant that requires such registration shall furnish passes to be issued to ALL visitors. Each Occupant shall be responsible for all visitors for whom Occupant has requested such passes and shall be liable to the Landlord for all acts or omissions of such person.

**ARTICLE 13.** The Leased Premises shall not be used for lodging, sleeping or for any immoral or illegal purpose.

**ARTICLE 14.** Canvassing, soliciting and peddling to other Occupants of the Building are prohibited and each Occupant shall cooperate to prevent the same.

**ARTICLE 15.** All Occupants and their employees are obligated to follow the provisions of the Building Fire Safety Plan and to participate in any fire drills, training sessions or any other activities deemed by the Landlord to be necessary for the safety of all Occupants.

**ARTICLE 16.** The Landlord shall have the right to change the aforesaid rules and regulations or to promulgate other rules and regulations in such a manner as may reasonably be deemed advisable for the security, safety, care, and/or cleanliness of the Building, and for the preservation of good order therein, all of which rules and regulations, changes and amendments will be forwarded to Tenant in writing and if approved by Tenant shall be carried out and observed by each Occupant.

**ARTICLE 17.** **Occupant's children or children of clients, visitors, and invitees of Occupant must be supervised by an adult at all times while in the Building or on the grounds. Children shall not be permitted to roam the Building unattended.** Tenant shall not use or permit any portion of the Leased Premises to be used for any other purposes other than those specified in the Lease.